

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA

DEBTOR
Janet Renee Reeves

* Chapter 13
* Case No. **19-10037**

☐ Check if this is a modified plan, and list below the sections of the plan that have been changed.

Original Plan

CHAPTER 13 PLAN
MIDDLE DISTRICT OF GEORGIA
(NOT OFFICIAL FORM 113)

Part 1: Notices

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors and statement regarding your income status, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance to you. Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan. Any nonstandard provisions placed in any part other than Part 6 are void.

1.1	Limit the Amount of a Secured Claim: The plan seeks to limit the amount of a secured claim, as set out in Part 3, Section 3.5, which may result in a partial payment or no payment at all to the secured creditor.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of Liens: The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in the Nonstandard Provisions Part 6.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.3	Nonstandard Provisions: The plan sets out Nonstandard Provision in Part 6.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

Income status of debtor(s) as stated on Official form 122-C1

Check One:

- ☒ The current monthly income of the debtor(s) is less than the applicable median income specified in 11 U.S.C. §1325(b)(4)(A).
- ☐ The current monthly income of the debtor(s) is not less than the applicable median income specified in 11 U.S.C. §1325(b)(4)(A).

Part 2: Plan Payments and Length of Plan

- 2.1. **Plan Payments:** The future earnings of the debtor(s) are submitted to the supervision and control of the Trustee and the debtor(s) (or the debtor's(s') employer) shall pay to the Trustee the sum of **\$212.00 per month**. (If the payments change over time include the following.) These plan payments change to ____ on ____
- 2.2. **Additional Payments:** Additional payments of ____ will be made on ____ from _____. (Source)
- 2.3. **Trustee Percentage Fee:** The Trustee percentage fee as set by the United States Trustee will be collected from each payment made by the debtor(s).
- 2.4. **Plan Length:** If the debtor(s)' current monthly income is less than the applicable median income specified in 11 U.S.C. §1325(b)(4)(A) the debtor(s) will make a minimum of 36 monthly payments.
If the debtor(s)' current monthly income is not less than the applicable median income specified in 11 U.S.C. §1325(b)(4)(A) the debtor(s) will make payments for a minimum of 57 months.

Part 3: Treatment of Secured Claims

From the payments so received, the Trustee shall make disbursements to allowed claims as follows:

- 3.1. **Long Term Debts:** The monthly payments will be made on the following long-term debts (including debts secured by the debtor's(s') principal residence): (Payments which become due after the filing of the petition but before the month of the first payment designated here will be added to the pre-petition arrearage claim.)

NAME OF CREDITOR	MONTH OF FIRST PAYMENT UNDER PLAN	MONTHLY PAYMENT AMOUNT	CHECK IF PRINCIPAL RESIDENCE
None			

- 3.2. **Arrearages:** After confirmation, distributions will be made to cure arrearages on long term debts (including debts secured by the debtor's(s') principal residence) where the last payment is due after the last payment under the plan. If no monthly payment is designated, the arrearage claims will be paid after the short term secured debts listed in Section 3.3 and 3.5

NAME OF CREDITOR	ESTIMATED AMOUNT DUE	INTEREST RATE (if applicable)	COLLATERAL	MONTHLY PAYMENT IF ANY
-NONE-				

- 3.3. **Claims Not Subject to Cram Down:** The following claims are not subject to cram down because debts are secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. See § 1325(a). The claims listed below will be paid in full as allowed.

NAME OF CREDITOR	AMOUNT DUE	INTEREST RATE	COLLATERAL	MONTHLY PAYMENT
Speedy Cash	\$950.00	6.00%	2002 Mercedes C-320 170,000 miles VIN: WDBRF64J82F285959	\$18.95

- 3.4. **Preconfirmation Adequate Protection:** Preconfirmation adequate protection payments will be made to the following secured creditors and holders of executory contracts after the filing of a proof of claim by the creditor. These payments will

be applied to reduce the principal of the claim.

NAME OF CREDITOR	ADEQUATE PROTECTION AMOUNT
Speedy Cash	\$100.00
Gateway One Lending & Finance LLC	\$200.00

3.5. **Secured Creditors Subject to Cramdown:** After confirmation of the plan, the following secured creditors who are subject to cramdown, with allowed claims will be paid as follows:

If the value is less than the amount due, the secured claim is modified to pay the value only as secured.
 If the value is listed as \$0.00 the creditor's allowed claim will be treated as unsecured.
 If the value is greater than or equal to the allowed secured claim, the claim will be paid in full.
 If you do not intend to cram down the claim, enter "debt" as the value.

NAME OF CREDITOR	AMOUNT DUE	VALUE	INTEREST RATE	COLLATERAL	MONTHLY PAYMENT AMOUNT
Badcock	\$500.00	250.00	6.00%	Furniture	\$5.00
Gateway One Lending & Finance LLC	\$7,743.00	5,000.00	6.00%	2007 Land Rover Range Rover HSE 181,753 miles VIN: SALMF15437A239301	\$99.74
Warehouse Home Furnishings	\$1,042.00	550.00	6.00%	Furniture	\$10.97

3.6. **Surrendered Collateral:** The following collateral is **surrendered to the creditor**. If the debtor(s) is surrendering the collateral for a specific payment credit or in full satisfaction of the debt, a statement explaining the treatment should be indicated in **Part 6 Nonstandard Provisions**. The debtor(s) agrees to termination of the stay under 11 U.S.C. §362(a) and §1301(a) with respect to the collateral, effective upon confirmation of the plan. An allowed unsecured claim resulting from the disposition(s) of the collateral will be treated as unsecured.

NAME OF CREDITOR	DESCRIPTION OF COLLATERAL
-NONE-	

3.7. **Debts Paid by Debtor:** The following debts will be paid directly by the debtor(s):

NAME OF CREDITOR	COLLATERAL
-NONE-	

3.8. **Liens Avoided:** The judicial liens or non-possessory, non-purchase security interests that are being avoided are listed in **Part 6 Nonstandard Provisions**.

Part 4: Treatment of Fees and Priority Debt

4.1. **Attorney Fees:** Attorney fees ordered pursuant to 11 U.S.C. § 507(a)(2) of \$3,250.00 to be paid as follows:
 (SELECT ONE)

☒ Pursuant to the current Administrative Order on Attorney Fee Awards

☐ By another method as set out in Part 6 Nonstandard Provisions. Attorney will be required to submit an itemization of their time to the Court.

4.2. **Domestic Support Obligations:** The following domestic support obligations will be paid over the life of the plan as follows: These payments will be made simultaneously with payment of the secured debt to the extent funds are available and will include interest at the rate of ____%. (If this is left blank, no interest will be paid.)

NAME OF CREDITOR	PAYMENT AMOUNT
-NONE-	

4.3. **Priority Claims:** All other 11 U.S.C. § 507 priority claims, unless already listed under 4.2 will be paid in full over the life of

the plan as funds become available in the order specified by law.

Part 5: Treatment of Non Priority Unsecured Claims

5.1. **Payment Parameters: Debtor(s) will make payments that will meet all of the following parameters (these are not cumulative, debtor(s) will pay the highest of the three)**

(a) Debtor(s) will pay all of the disposable income as shown on Form 122C of **\$0.00** to the nonpriority unsecured creditors in order to be eligible for a discharge, unless debtor(s) includes contrary provisions in Part 6 Nonstandard Provisions along with sufficient legal reason justifying the excusal from meeting this requirement.

(b) If the debtor(s) filed a Chapter 7 case, the priority and other unsecured creditors would receive **\$0.00**. Debtor(s) will pay this amount to the priority and other unsecured creditors in order to be eligible for discharge in this case.

(c) The debtor(s) will pay **\$0.00** to the general unsecured creditors to be distributed prorata.

5.2. **General Unsecured Creditors:** General unsecured creditors whose claims are duly proven and allowed will be paid **(CHOOSE ONLY ONE):**

(a) _____% dividend as long as this dividend exceeds the highest amount, if any, shown in paragraph 5.1(a), 5.1(b), or 5.1(c) and the debtor(s) makes payment for the applicable commitment period as indicated in Part 2 Section 2.4.

(b) The debtor(s) anticipates unsecured creditors will receive a dividend of 0 %, but will also pay the highest amount shown in paragraph, 5.1(a), 5.1(b) or 5.1(c) above. All creditors should file claims in the event priority and secured creditors do not file claims and funds become available for distribution.

5.3. **Unsecured Claims:** The following unsecured claims are classified to be paid at 100%. If the debtor(s) is proposing to pay interest on classified claims, or to pay the claims a regular monthly payment, those proposals should appear in **Part 6 Nonstandard Provisions.**

NAME OF CREDITOR	COLLATERAL	REASON FOR CLASSIFICATION
-NONE-		

5.4. **Executory Contracts and Unexpired Leases:** The executory contracts and unexpired leases listed below are assumed. All other executory and unexpired leases are rejected. If the debtor(s) wishes to cure a default on a lease, an explanation of those payments should be included in **Part 6 Nonstandard Provisions.**

NAME OF CREDITOR	DESCRIPTION OF COLLATERAL
-NONE-	

5.5. **Property of the Estate:** Unless otherwise ordered by the Court, all property of the estate, whether in the possession of the Trustee or the debtor(s), remains property of the estate subject to the Court's jurisdiction, notwithstanding §1327(b), except as otherwise provided in Part 6 Nonstandard Provisions below. Property of the estate not paid to the Trustee shall remain in the possession of the debtor(s). All property in the possession and control of the debtor(s) at the time of confirmation shall be insured by the debtor(s). The Chapter 13 Trustee will not and is not required to insure such property and has no liability for injury to any person, damage or loss to any such property in possession and control of the debtor(s) or other property affected by property in possession and control of the debtor(s).

5.6. **Validity of Liens or Preference Actions:** Notwithstanding the proposed treatment or classification of any claim in the plan confirmed in this case, all lien avoidance actions or litigation involving the validity of liens or preference actions will be reserved and can be pursued after confirmation of the plan. Successful lien avoidance or preference action will be grounds for modification of the plan.

Part 6: Nonstandard Provisions

Nonstandard Provisions: Under Bankruptcy Rule 3015(c), all nonstandard provisions are required to be set forth below. *These plan provisions will be effective only if the applicable box in Part 1 of this plan is checked and any nonstandard provisions placed elsewhere in the plan are void.*

- (1) Upon discharge of the Debtor, titles to all vehicles, free of creditors liens, shall be returned to the debtor.
- (2) Upon discharge of the Debtor(s), all non-possessory non-purchase money interest(s) in household goods and furnishing, wearing apparel, appliances, and jewelry are avoided to the extent of the debtor's exemptions.
- (3) Upon discharge of the Debtor(s), all judicial lien(s) in all property of the debtor, acquired both pre-filing and post-filing, are avoided to the extent allowed by law.
- (4) Upon discharge of the Debtor(s) and in addition to other relief provided under Federal Law, all tax liens, either local, state or federal, shall be void as to any future acquired property and to any increase in equity in any property currently held by the debtor(s). Debtor has been advised that the Debt to the IRS does not pay interest or penalties but that interest and penalties will continue to accrue and will be due and payable to the IRS at the completion of the bankruptcy.
- (5) A wage deduction should be sent to: **Dept of Juvenile Justice as shown in Schedule I.**

Part 7: Signatures

- 7.1. **Certification:** The debtor's(s') attorney (or debtor(s), if not represented by an attorney) certifies that all provisions of this plan are identical to the Official form of the Middle District of Georgia, except for language contained in **Part 6: Nonstandard Provisions.**

Debtors

/s/ Janet Renee Reeves

Signature of debtor

January 21, 2019

Date

Signature of debtor

Date

Debtor's(s') Attorney

/s/ J. Michael Greene

Signature of debtor(s) attorney

January 21, 2019

Date

United States Bankruptcy Court
Middle District of Georgia

In re Janet Renee Reeves
Debtor/Movant

Case No. 19-10037 aec
Chapter 13

CERTIFICATE OF SERVICE

I hereby certify that the following parties have been served with the Chapter 13 Plan, Official Form 309I. Those not served by electronic means by the Court's electronic filing system have been served first class mail:

AFNI
PO Box 3097
Bloomington, IL 61702

First Premier
3820 N Louise Avenue
Sioux Falls, SD 57104

Phoebe Sumter Medical Center
126 Hwy 280 West
Americus, GA 31709-0527

AT&T Universal Card
208 S. Akard Street
Dallas, TX 75202

Gateway One
3818 E. Coronado
Anaheim, CA 92807

Portfolio Recovery Associates, LLC
PO Box 41067
Norfolk, VA 23541

Badcock
1607 East Lamar Street
Americus, GA 31709

Gateway One Lending & Finance LLC
160 N. Riverview Drive, Suite 100
Anaheim, CA 92808

RDAC Collections Agency
PO Box 171077
Nashville, TN 37217

Bella Ruscello Apartments
250 E Hwy 67
Duncanville, TX 75137

Georgia Department of Revenue
Bankruptcy Unit
1800 Century Blvd., Ste. 9100
Atlanta, GA 30345

Reliant Energy Retail
P.O. Box 3765
Houston, TX 77253

Capital One Bank (USA) NA (FDIC
Address)
4851 Cox Road
Glen Allen, VA 23060

Hurst, Kristin A.
Chapter 13 Trustee
Post Office Box 1907
Columbus, GA 31902

Riverwoods Behavioral HS
233 Medical Center Dr.
Riverdale, GA 30274

Care Now Urgent Center
345 N. Hwy 67
Cedar Hill, TX 75104

I C System
PO Box 64378
Saint Paul, MN 55164

Speedy Cash
1509 E. Forsyth St.
Americus, GA 31709

Cash Store
1240 W. Beltline Road Suite A
DeSoto, TX 75115

Infinity Insurance Company
PO Box 830693
Birmingham, AL 35283

Turton Storage
1128 Felder St.
Americus, GA 31709

CCHOLDINGS
101 Crossways Park Dr W
Woodbury, NY 11797

IRS
PO Box 7346
Philadelphia, PA 19101-7346

Walden Run Apartments
100 Walden Run Pl
McDonough, GA 30253

Credit Coll
PO Box 607
Norwood, MA 02062

MERC ADJ BUR
165 Lawrence Bell Drive
Suite 100
Williamsville, NY 14221

Warehouse Home Furnishings
Farmer's Furniture
PO Box 1140
Dublin, GA 31021

Delta Community Credit Union
140 Hwy 92 South
Fayetteville, GA 30215

National Credit Systems
PO Box 312125
Atlanta, GA 31131

Wells Fargo
Credit Bureau Dis
PO Box 14517
Des Moines, IA 50306

This the 21st day of January, 2019.

/s/ J. Michael Greene
J. MICHAEL GREENE
Attorney for Debtors/Movants

Prepared by the office of
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